



August 21, 2017

**Federal Communications Commission
445 12th Street SW
Washington, DC 20554**

RE: Application for Authorization to obtain VoIP Numbering Resources

**Applicant: Terra Nova Telecom, Inc.
11523 Palm Brush Trl #401
Lakewood Ranch, FL 34202
Phone: 813 867-5000**

**Regulatory Contact: Mike Ray
mike@tntelecom.net
Phone: 813 867-5000 x 207**

Applicant *Terra Nova Telecom, Inc.* hereby applies for status as an Interconnected VoIP Provider in order to obtain numbering resources from the Numbering Administrators.

Applicant understands that such authorization, if granted, shall be subject to compliance with applicable Commission rules, state numbering authority and industry guidelines and practices as applicable to Telecommunications Carriers.

Applicant understands that it must request numbering authority from each state at least thirty days prior to requesting numbers from the Numbering Administrators.

Applicant hereby provides its Interconnection Agreement with Peerless Network Inc as proof that it is capable of providing service within 60 days of activation of numbering resources.

Applicant certifies that it is in compliance with its Universal Service Fund, Telecommunications Relay Fund, North American Numbering Plan, and Local Number Portability contribution obligations as well as with regulatory fees and 911 obligations in all respects.

Applicant further certifies that it possesses the financial, managerial and technical expertise to provide reliable service. Applicant is a CLEC in the State of Florida where it operates its own network today, with officers Travis Mikalson and Mike Ray who have both served in the telecom industry for more than a decade. Applicant is applying for this status in order to provide VoIP service in states other than Florida. None of applicant's personnel are being or have been investigated by the FCC or any other agency for failure to comply with any law, rule or order.

Applicant further certifies that no party to the application is subject to denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988.



Service Order - PSTN Control Service – Interconnected VoIP

This Service Order – PSTN Control Service, dated August 21, 2017, is subject to and made a part of the Master Service Agreement Number TRNV150812-3001201 between **Terra Nova Telecom, Inc.** (“Customer”) and Peerless Network. This Service Order and the Master Service Agreement governs the sale and purchase of the Local Exchange Services described below. This Service Order Initial Term is one (1) year from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA.

1. Service Description. Peerless will provide PSTN Control Service to the Customer to originate and terminate traffic to and from the Public Switched Telephone Network (“PSTN”). Service will be configured based upon incumbent LEC requirements, which may include using existing Peerless interconnection facilities or separate facilities dedicated to the Customer. *As a condition of Peerless PSTN Control Service, Customer is required to enter into the Peerless Transit and Local Termination Service Orders as specified below.* In the event Customer chooses to route additional types of traffic, Customer agrees to enter into the appropriate Service Orders as specified below.

2. Customer Responsibilities. Customer acknowledges and agrees that, prior to Service commencement, it is an Interconnected VoIP Provider as defined by the Federal Communications Commission (“FCC”), certified and in good standing at the FCC and in each applicable state and responsible for all applicable regulatory requirements, including but not limited to:

- a) Fulfilling obligations of the incumbent LEC; and
- b) Obtaining or assigning a CLLI code per LATA as defined by Peerless; and
- c) Obtaining all necessary industry identifiers including but not limited to; OCN, ACNA, LNP Service Provider ID (SPID); and
- d) Obtaining an “A” Block NPA-NXX and assigning a Local Routing Number (LRN) from the “A” Block. Central Office Code Assignment Guidelines shall include:
 - i. SW IDENT: Customer CLLI Code
 - ii. ACTUAL SW ID: Peerless Network provided CLLI Code per market; and
- e) Providing the “A” Block NPA-NXX and LRN to Peerless as soon as it is received by the Customer, but no later than seven (7) days after receipt; and
- f) Establishing an AOCN relationship with an AOCN provider for entering and maintaining all appropriate LERG designations; and
- g) Establishing and supporting all local number portability processes; and
- h) Implementing a solution for delivering/accepting all ancillary call types in accordance with all federal, state, and municipal laws, in addition to all Interconnection Agreement requirements. Ancillary call types include, but are not limited to, 911, E911, 311 Operator Services, Directory Assistance, 900, 500, 976 services; and
- i) Establishing at least one one-way outbound trunk group for local termination and transit services and two one-way inbound trunk groups between Customer and Peerless Network for the delivery of inbound local/intraLATA and interLATA traffic. Connections to Peerless Network will be made using Session Initiation Protocol (SIP) using either G.711 and/or G.729 codes unless mutually agreed upon to in writing by both parties; and
- j) Agreeing to enter into, and be bound by the terms and conditions of, the appropriate Service Order(s) (e.g., Voice Termination) in the event Customer chooses to route additional traffic; and
- k) Agreeing to be in compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans; and
- l) Acknowledging that service is only available to Customer for use in providing telecommunications or telecommunications-related services to its customers within the Peerless network or its affiliates’ service areas, and that service may not be used for termination of “pass through” or transit access traffic if such use results in an arrangement that seeks to avoid the appropriate application of switched access charges; and



- m) Arranging and bearing all costs of connection to its customers; and
- n) Routing all outbound local and local toll (intraLATA) traffic to Peerless and entering into Peerless Transit and Local Termination Service Orders, with rates for each state where service is provided; and
- o) Billing and collecting any Customer End User fees; and
- p) Submitting all orders to [orderentry@peerlessnetwork.com](http://orderentry.peerlessnetwork.com); and
- q) Billing and collecting any applicable End Office switched access fees, including Intercarrier Compensation.

3. Peerless Responsibilities In providing the PSTN Control Service, Peerless acknowledges and agrees that it (or a related subsidiary) will:

- a) Maintain appropriate interconnection facilities to the incumbent local exchange carrier tandem(s), and assist (as needed) in the ordering and provisioning of interconnection facilities with the incumbent LEC; and
- b) Coordinate any SS7 route sets as may be required for interconnection to the LEC; and
- c) Provide Customer with Peerless CLLI Codes mentioned above; and
- d) Route all inbound traffic (local, intraLATA, interLATA, International) received to Peerless Network's tandem both directly or indirectly from another carrier to the Customer.
- e) Accept and route any 1 or 800 originated traffic from the Customer.
- f) Route originating local and intraLATA traffic from the Customer to Peerless on-net customers (excluding the ILEC) via Peerless' Local Transit Service, only with a valid Transit Service Order for this traffic as noted in Customer Responsibilities.
- g) Route originating local and intraLATA traffic from the Customer to off-net carriers (including the ILEC) via Peerless' Local Termination Service (see Peerless Network Local Termination Service Order, only with a valid Peerless Local Termination Service Order for this traffic as noted in Customer Responsibilities.
- h) Route originating interLATA traffic from the Customer to Peerless for termination via Peerless' Voice Termination Service, only if the Customer enters into the Peerless Voice Termination Service Order for this traffic.
- i) Provide Customer with a list of all on-net and off-net carriers based on LATA and OCN in each market service where local transit and local termination is established.
- j) Provide EMI records.
- k) Use commercially reasonable efforts to provision orders within twenty (20) days of receipt from Customer. Orders received after 3:00pm CST will be considered as received the next business day. Orders that are expedited will be assessed a fee of \$500.00 per order.

4. Pricing The prices for PSTN Control Services are as follows:

PSTN Control Port Monthly Charges	\$7.00 per switch port PSTN Control Switch Ports x Number of Inbound Minutes / 7,000,000 x 672
Off-Net Local Transit	Pursuant to the Peerless Network Local Termination Service Order
On-Net Local Transit	Pursuant to the Peerless Network Transit Service Order
Outbound Long Distance	Pursuant to the Peerless Network Voice Termination Service Order
Customer must have valid Service Orders for this traffic.	



7.1 Rates are subject to change on seven (7) days written notice. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine rates and/or charges. Customer is liable for payment on any rate changes past the effective date as documented in a delivered rate modification notice. Unless explicitly stated, any pricing not covered in this Service Order is subject to the Applicable Tariffs covering such services. In addition, Peerless will not act as a billing intermediary or clearinghouse for Customer's billing.

7.2 Peerless may charge applicable tandem switched access rates to a third party for originating and/or terminating traffic to the Customer. If Peerless is charged by a third party for services typically billed to the end office provider (Customer), Peerless will pass through such charges to Customer. Customer acknowledges and agrees that Peerless is not responsible for any charges levied by any third party in connection with such traffic that does not traverse Peerless' network, including intercarrier compensation.

7.3 Customer will not charge Peerless any amounts in connection with any traffic exchanged under this Service Order including terminating and originating switched access fees for traffic utilizing a Peerless CIC Code.

7.4 "Local and IntraLATA Traffic" means calls that, based upon originating and terminating telephone numbers, would be rated as local or IntraLATA according to the state-mandated then current local serving area, including mandatory local calling scope arrangements, or intraMTA traffic terminating to a wireless carrier. A Mandatory Local Calling Scope arrangement is an arrangement that provides End-Users a local calling scope, *i.e.* Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes, *i.e.* optional rate packages that permit the End-User to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as "optional EAS". Customer will route special services calls, including, but not limited to 311, 411, 611, 976, 500, 700, 900, and 911 calls, via another local exchange carrier or service provider. The service includes only local calling or 1-800 calling to the Interexchange Carrier chosen by the customer for Long Distance Services, or toll free calling.

7.5 Should the Customer provide Peerless proper notice of cancellation of this Service Order, Customer will use best efforts to migrate the traffic off of the Peerless network within thirty (30) days, but in no way should Company take more than sixty (60) days to finalize such migration. Customer is responsible for payment of all traffic until traffic is properly migrated off of Peerless' network.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order – PSTN Control to be executed as of the day and year first above written.

Customer: **Terra Nova Telecom, Inc.**

By: 

Name: Mike Ray

Title: Operations Director

Date: 8/21/2017

Peerless Network, Inc.

By: 

Name: Richard Knight

Title: SVP Sales and Marketing

Date: 8/21/2017